



Maintenance Service Agreement Professional Convergence Solutions

This Agreement is made by and between **Professional Convergence Solutions, (PCS)**, having its principal place of business at 1235 Greenbrook Dr, Danville, CA 94526, and the **City of Milpitas, 1265 N. Milpitas Blvd, Milpitas, CA 95035-5411**

1. SERVICE

PCS agrees to provide maintenance and repair services for the hardware equipment ("*Equipment*") and associated software listed in the **Schedule A of Maintenance Coverage** (collectively, such Equipment and software is referred to as the "*System*"), installed at 1265 N Milpitas Blvd (Public Works), 777 S. Main St., (Fire Station #1) and 455 E. Calaveras Blvd., (City Hall), Milpitas, CA as set forth below.

(a) **Maintenance Services:** PCS shall, within the contract period, furnish all parts and service necessary to maintain the System in good working order, and to provide such other maintenance coverage specified in the Schedule of Maintenance Coverage. PCS shall dispatch service personnel to the Premises to perform necessary repairs unless PCS is able to perform the repairs from a remote location. PCS shall also conduct remote diagnostic testing when applicable. Any replacement parts may be either new or refurbished but equivalent to new in operation. Parts will be furnished on an exchange basis, and any parts removed shall become the property of PCS.

(b) **Response Time:** When on-site repairs are necessary, PCS shall respond during PCS service hours within 24 hours (excluding weekends and holidays) of PCS's receipt of Customer's service request. The service hours for PCS to provide routine maintenance and/or repair service for the System will be between the hours of 8am and 5pm prevailing local time, Monday through Friday, excluding days observed by PCS as holidays. *However*, in case of major System failure, PCS shall respond within 2 hours of PCS's receipt of Customer's service request. Service hours in case of a major System failure shall be 24 hours a day, 7 days a week. The response time will be the elapsed time between PCS's receipt of Customer's request and the arrival of PCS's service personnel at the site.

As used above, "*Major System Failure*" means:

- (1) A general inability of the System to function at 50%
- (2) At customer discretion upon signing the contract

(c) **Non-Covered Services:** PCS will attempt to respond to all non-covered requests for service. If service is required outside PCS's service hours, labor for such non-covered service calls will be chargeable to Customer in accordance with PCS's local prevailing hourly labor rates. However, parts and other material costs will be covered even for after-hours service under this Agreement, unless excluded under Section 5, hereof, "Exclusions".



2. TERM

The term of this Agreement shall be three years commencing on March 1, 2004. Unless one party notifies the other of its intent to terminate this Agreement at least thirty (30) days prior to the expiration of the term (or at the end of any six-month or one-year extension of the term, which may occur as provided below).

3. SERVICE FEE

- (a) Customer agrees to pay a service fee of \$18,144.00 per year for this term of this Agreement, payable in annual installments. The total amount for the three year term shall not exceed \$59,000.00, as long as there are no changes to the configuration defined in Exhibit A.
- (b) If new or additional equipment is added to the System subsequent to the date of this agreement, a new service fee will be calculated to reflect the increased scope of service and maintenance.
- (c) This service fee does not include federal, state, or local taxes which may be applicable. Such taxes will be additional billable items, which Customer agrees to pay unless Customer provides PCS with appropriate tax exemption documentation.

4. LIABILITIES

- (a) PCS EXTENDS NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO CUSTOMER FOR THE SERVICES PROVIDED BY THIS AGREEMENT.
- (b) PCS WILL NOT BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR FOR LOSS, DAMAGE, OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM A THIRD PARTY'S UNAUTHORIZED USE OF THE SYSTEM OR ITS COMPONENTS, EITHER SEPARATELY OR IN COMBINATIN WITH OTHER EQUIPMENT, OR FOR COMMERCIAL LOSS OF ANY KND, REGARDLESS OF WHETHER PCS OR IT SUBCONTRACTORS HAD BEEN ADVISED OF SUCH POSSIBILITY.



5. EXCLUSIONS

(a) This Agreement will not cover repair work or replacement of battery back up or expendable items such as headsets, paper, diskettes, and printer ribbons. This Agreement also will not cover service required when due to (i) Customer's unauthorized maintenance or repair of the Equipment covered by this agreement, (ii) Customer's unauthorized changes to the Equipment, (iii) negligence, (iv) abuse, (v) connection to inappropriate power supplies, (vi) fire, flood, wind, lightning, or other similar acts of God, (vii) failure of Customer to maintain proper environmental conditions for the System (as stated in (b) below), (viii) improper wiring, installation repair, or alteration of the Equipment by anyone other than PCS or its agents, (ix) software changes or attempted software changes in the System by persons not authorized by PCS, or (x) data base reprogramming required because of Customer error of any kind. If requested by Customer, repairs necessitated by any of the above excluded causes shall be performed by PCS at PCS's prevailing local rates for such services and/or materials.

(b) The Customer is responsible for maintaining suitable environmental conditions for the System. Suitable conditions shall include, but not be limited to, the provision of proper electrical power, air conditioning, humidity control, and other environmental requirements described in Schedule B of the System Installation Agreement. Air Conditioning needs to be sufficient to maintain a switch room temperature between 60 degrees F and 78 degrees F at all times, and relative humidity between 15% and 65%.

6. FORCE MAJEURE

If either parties performance is prevented, delayed, or otherwise made impractical by reason of any flood, riot, fire, strike, explosion, war, governmental action, or regulation, or any similar cause beyond the reasonable control of PCS, PCS shall be excused from such performance until the abatement of such causes(s).

7. ACCESS

Customer agrees to provide reasonable access to the Premises for PCS's employees to perform services and will make available to PCS a reasonable amount of secure space for storage by PCS of such repair or maintenance parts as agreed by the parties

8. COVENANT NOT-TO-HIRE

Each party agrees not to hire or attempt to hire employees of the other party during the term of this agreement and for a period of one (1) year after the term (including any renewal term) of this Agreement, without the express written consent of the other party. In the event of a breach of this covenant, the aggrieved party shall be entitled to recover as liquidated damages and not as a penalty an amount equal to the employee's last year's salary.



9. TERMINATION

- (a) If either party is in default of its obligations under this Agreement and such default continues for thirty (30) days after written notice is given by the party not in default, such non-defaulting party may (in addition to all other rights and remedies provided in the Agreement or by law) terminate this Agreement.
- (b) Notwithstanding (a) above, if either party becomes insolvent, enters voluntary or involuntary bankruptcy, or takes any measures generally designed for the relief of debtors, then the other party may (in addition to all other rights and remedies provided in the Agreement by law) terminate this Agreement immediately upon notice.
- (c) Cancellation - either party may, with or without cause, cancel this Agreement with thirty (30) days written notice to the other.
- (d) Upon termination, cancellation, or expiration of this Agreement, each party shall promptly return to the other party all papers, materials, and properties of the other held by such party.

10. ASSIGNMENT

Customer may not transfer or assign this Agreement to any third party without the express prior written consent of PCS. PCS may not assign this contract to any parent company, subsidiary, or affiliate of PCS, or in connection with the sale of substantially all of the assets of PCS, without Customer's consent.

11. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the domestic laws of the State of California, with venue in the Superior Court of Santa Clara County.

12. NOTICES

All notices required or permitted to be given under this Agreement shall be in writing and sent to each party at the address indicated below by certified U.S. mail or other delivery service providing the sender a signature upon receipt. Such notice shall be effective upon receipt.

Customer: City of Milpitas
Address: 1265 N Milpitas Blvd
Milpitas, CA 95035-5411
Telephone: (408) 586-27xx
Attention: Information Services Director

Vendor: Professional Convergence Solutions (PCS)
Address: 1235 Greenbrook Dr
Danville, CA 94526
Telephone: (925) 552-0961
Attention: Contract Administration

13. NON-WAIVER

The waiver by either party of any default or any obligation will not operate as a waiver of any subsequent default or excuse any future obligation.



14. ENTIRE AGREEMENT

This Agreement, when executed by PCS and Customer, and approved by PCS, constitutes the entire agreement between PCS and Customer with regard to Customer's service and maintenance by PCS. Any alterations or modifications to this Agreement must be in writing, and must be executed by both an officer of PCS and the Customer. ANY ALTERATIONS OR MODIFICATIONS TO THIS AGREEMENT, UNLESS MADE IN ACCORDANCE WITH THE ABOVE, SHALL BE VOID AND OF NO EFFECT.



Approval Signatures

By signing below, the following individuals hereby represent that they have legal authority to obligate their respective organizations to this agreement.

City of Milpitas

Date: _____

By: _____

Thomas J. Wilson, City Manager

Approved as to Content:

Approved as to Form:

By: _____

Information Services Director

By: _____

Steven T. Mattas, City Attorney

Attest:

By: _____

Gail Blalock, City Clerk

Professional Convergence Solutions, Inc.

Date: _____

By: _____

This signed Agreement together with a Purchase Order, if applicable, shall be sent to the following address:

Professional Convergence Solutions, Inc.
1235 Greenbrook Dr, Danville, CA 94526
Bus. (925) 552-0961 ~ Cell (510) 517-4780



SCHEDULE A OF MAINTENANCE COVERAGE

City Of Milpitas

FEE CALCULATION

Based on all service and support items that have been included in this service offering, PCS has determined an average cost per port as part of your service proposal. The fees are specifically based on providing parts and service support for the NEC 2400 PBX. Labor Support is described within.

The total Equipment consists of: 3 NEAX 2400 IMX PBX system.

PCS has provided a monthly PBX per port fee of \$1.26. Our fee calculation is based on the total trunk and line ports used in the PBX. There are currently 1200 PBX ports in use. Total monthly cost is \$1,512.00.

INCLUDED SERVICES

PCS will assign a primary technician to be responsible for supporting the City of Milpitas. When other technical resources are required, an assigned project manager will familiarize the additional resources required for the customer.

The following listing includes PCS's minimum service and maintenance commitment to the City of Milpitas

Service

- 24-hour response time for non-emergency service requests
- Bundled service request orders for more effective and cost efficient completion of work
- 2-hour emergency response

Routine Maintenance

- Annual NEAX 2400 system backup
- Annual battery backup system testing
- Annual rectifier voltage/amperage testing

Covered Equipment

- Three NEAX 2400 PBX's CPU, Common control cards, lines and trunks card.



Not Covered Equipment

- **T-1 CSUs/DSUs**
- **Battery backup**
- **PC & Printer**
- **Digital Telephone Instruments**
- **Analog Telephone Instruments**
- **Cables**

SWITCH PARTS SUPPORT

As part of this service offering, PCS will replace or repair any NEC PBX (excluding PC, printer, server) part that becomes defective during the term of this warranty. This warranty is based on a total number of 1200 PBX ports for the City of Milpitas.

Additional parts, which may be added during the maintenance year, will be covered by all benefits of this warranty at no additional cost, if those parts are purchased from PCS. Parts not purchased from PCS are not covered. Labor associated with the replacement or repair of non-PCS purchased parts will be billed at PCS's prevailing local labor rates.

This warranty does not include any telephones and non-NEC components. Labor support is included in this service offering and is described below in the "On-Site/Off-Site Labor Support" Section.

ON-SITE/OFF-SITE LABOR SUPPORT

Labor is for Service and Support only. PCS will exercise its ability to provide remote diagnosis and repair via a dial-in modem to the PBX. Whenever on-site service is required, PCS will respond in the manner described in the contract.

DISCOUNTED LABOR RATE

While under your PCS service plan, other requested billable work will be billed at \$69.50 per hour during normal business hours and \$104.25 per hour overtime rate. All overtime labor requirements must have prior approval by The City of Milpitas contact.



DISASTER RECOVERY PLAN

PCS will provide the following in the case of total failure:

- 2 hour emergency response time
- Replacement of failed parts within 48 hours
- Restored PBX dial-tone within 48 hours

PAYMENT

Billing for the PCS's annual service plan will be issued once a year.



SCHEDULE B OF MAINTENANCE COVERAGE

ENVIRONMENTAL REQUIREMENTS

The NEAX2400 IPX is sensitive to changes in temperature and humidity. Climate Control equipment (air conditioning and/or heating) may be required, depending on the installation environment.

Temperature and Humidity

The table below shows the environmental conditions required in the switching equipment room. If the NEAX2400 IPX is operated in an environment that does not meet these specifications, the reliability of the equipment may be impaired. Improper operating conditions can cause the circuit boards to deteriorate. Therefore, to enable the equipment to operate for the full extent of its expected lifetime, careful consideration must be given to the location of the equipment, and to proper ventilation and air conditioning. If no equipment is provided to remove the heat generated by the system, or if the temperature or humidity fluctuates repeatedly, the system's electronic components can be adversely affected. Such conditions will promote corrosion of metal parts and deterioration of insulation, thereby lowering the overall life expectancy and reliability of the system.

Environmental Conditions		
Normal Operations	41° F – 86° F 5° C – 30° C	15% - 65% Non-Condensing
Short Periods	-18° F – 104° F 0° C – 40° C	15% - 90% Non-Condensing
During Storage and In Transit *	0° F – 122° F -18° C – 50° C	8% - 90% Non-Condensing

Temperature Change: 41°F per 30 Minute Period = 5°C per 30 Minute Period

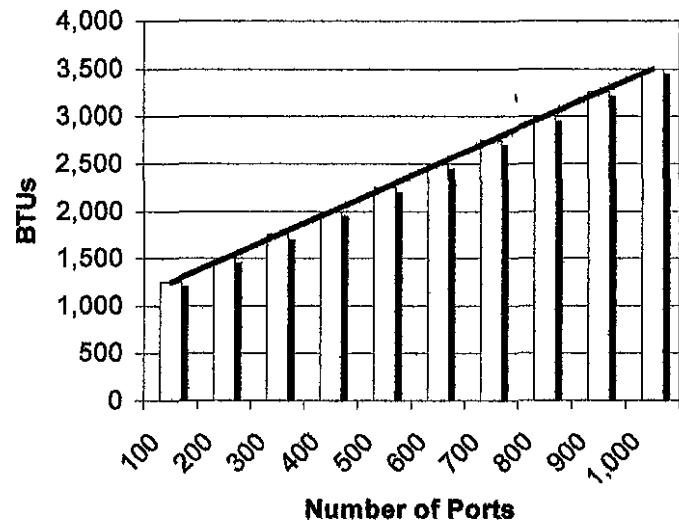
Relative Humidity Change: Up to 90%

* Not to Exceed 72 Consecutive Hours or 15 Days in a Year



Heat Generation

The chart on the right shows the approximate heat (BTUs) generated by the NEAX2400 IPX in various port configurations. This table is only an approximation, so please refer to the NEC America, Inc. Master Quote for the actual BTUs generated by the specific system configuration, as detailed in the Master Quote. This table does not account for other equipment that may produce heat, such as the MAT, rectifier/battery charger, Voice Mail equipment, Call Accounting equipment, etc.



EQUIPMENT ROOM REQUIREMENTS

Floor Plan Considerations

The following table shows the dimensions and weight for various components of the NEAX2400 IPX system.

Basic System Control Module (BSCM) for Local Processor Module stack	1 Local Processor Rack (LPR-J) and 1 PIM	2' x 1' 10" x 2' 5" 600 x 550 x 750	190 lbs 86 kg
Basic System Control Module (BSCM) for Time Switch Module stack	1 Time Switch Rack (TSWRA-A) and 1 PIM	2' x 1' 10" x 2' 5" 600 x 550 x 750	190 lbs 86 kg
Basic System Control Module (BSCM) for Dummy Panel stack	1 Dummy Panel and 1 PIM	2' x 1' 10" x 2' 8" 600 x 550 x 750	171 lbs 77 kg
Port Interface Module (PIM)		2' x 1' 10" x 1' 1" 600 x 550 x 320	77 lbs 35 kg



Fan Box		2' x 1' 10" x 4" 600 x 550 x 100	33 lbs 15 kg
Interface Module Group (IMG) (See Note 1)		2' x 1' 10" x 6' 3" 600 x 550 x 1910	452 lbs 205 kg
Inter-Node Switch Module (ISWM) for IPX-U (See Note 2)	1 Local Processor Rack (LPR-J) and 1 Inter-Node Switch Rack (ISWRA-A)	2' x 1' 10" x 2' 5" 600 x 550 x 750	190 lbs 86 kg
Common Memory Module Group (CMG) for IPX-UMG (See Note 3)	1 Local Processor Rack (LPR-J), 1 Inter- Node Switch Rack (ISWRA-A), 1 BLANK Module, 1 FANU and 1 Local Processor Module (LPM-J)	2' x 1' 10" x 5' 2" 600 x 550 x 1590	267 lbs 121 kg

Note 1: This Module Group Includes 5 Module Blocks Comprising a Full IMG Stack

Note 2: This Module Group Includes 2 Module Blocks

Note 3: This Module Group Includes 4 Module Blocks

Floor Loading

The required floor capacity is approximately 71.7 lbs/ft².

Floor Surface

The maximum difference in floor level at each point within the room should be less than 0.2 inches (5mm). An elevated type floor such as a free access floor or computer room floor is recommended.

Walls

Painting the walls of the equipment room is recommended so that wall materials do not generate dust. The maximum difference in level at the wall surface should be less than 0.2 inches (5mm). This becomes important when equipment is 'wall mounted'.

Ceiling

The required ceiling height is 7.5 feet (2.3 M).

Lighting Facilities

Switching Equipment Room

Fluorescent lamps are recommended. No less than 200 lux at the floor level is necessary.



Battery Room

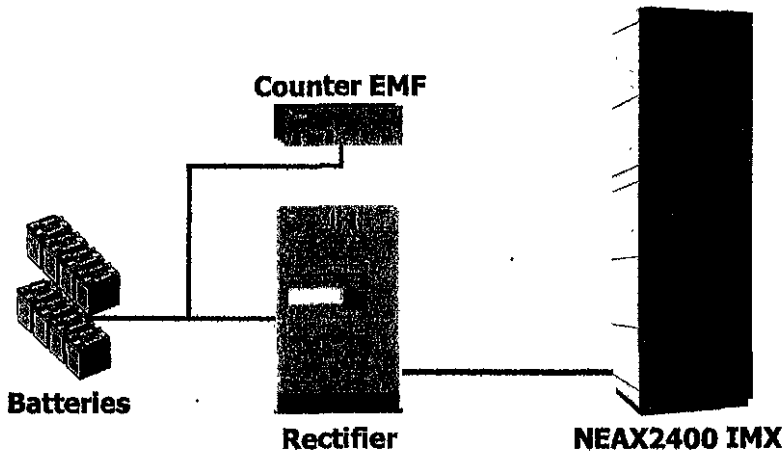
Anti-explosion type lamps must be utilized. No less than 150 lux at the floor level is necessary.

POWER REQUIREMENTS

The following paragraphs discuss the power requirements for the NEAX2400 IPX system.

Main Power Source

The NEAX2400 IPX requires an operating power of -48V DC $\pm 5V$ DC. This DC operating power is supplied from the rectifier that receives AC power for the commercial AC power source. For greater system reliability, it is recommended that the IPX be supplied with operating power, from installed as an auxiliary supply source. The for the NEAX2400 IPX connected in parallel with DC output of the rectifier.



NEAX2400
backup DC
batteries
power
batteries
must be
the -48V

installing

(CEMF or
be placed
input -48V

In addition, when batteries, a Counter Electromotive Force Counter EMF) cell should in-line (series) with the DC supplied to the NEAX2400 IPX. This cell is necessary when changing the state of the rectifier from float to equalize and vise versa. A Counter EMF cell provides a means of reducing the system DC voltage at the load when the charger(s) are set for battery equalize operation. Using voltage sensing relays, contactors and forward biased series silicon diodes, the counter EMF cell maintains the load voltage for the system.

A voltage sensing circuit monitors the battery voltage and controls a contactor rated for the total system load current. When the battery voltage is above a preset voltage, the counter EMF diodes are engaged reducing the DC load voltage values to the required voltage range of the load. When the battery voltage drops below the preset level due to discharge, the contactor is energized removing diodes thereby maintaining the load voltage at the required values.

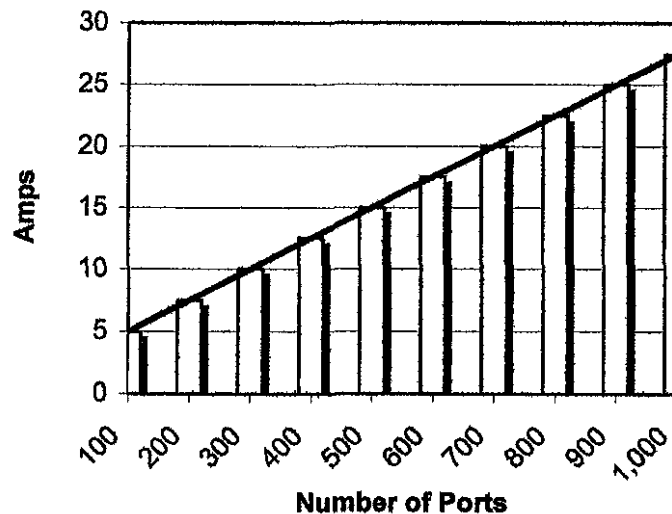


NOTES:

- ◆ When the rectifier is in the equalize state (charging the batteries), the output DC voltage should be 1.5 to 2 volts higher than the float voltage.
- ◆ The equalize voltage is 1.5 to 2 V higher when an EMF cell (Diode Drop) is utilized. When an EMF cell is not provided, the float and equalize voltage must be the same.
- ◆ Noise present in the -48V DC output from the rectifier should be less than 5 mV.
- ◆ Voltage Recommendation – Float: 50.5 VDC and Equalize: 52 VDC

Power Consumption

The NEAX2400 IPX operates on $\pm 5V$ DC that is supplied from power equipment (the rectifier). DC converter in each module various DC voltages required system. The DC-to-DC upon receiving the -48V DC power, converts it into the voltages and supplies this to the associated circuits.



-48V DC external. The DC-to-DC converter provides various DC voltage to

NOTE: The NEAX2400 IPX the IPX circuit cards actually rated at -48V 5V DC, +80V DC. power rating only applies to the circuit cards for the IPX and does not apply to older designed cards (i.e. RDS, HDS, and MDS), which may also be used in the IPX.

and are DC, - This

The amount of AC power consumption is dependent upon the AC input voltage, the DC load on the rectifier (load from the PBX and battery charging functions), and the efficiency of the rectifier. To obtain the AC power consumption please consult with the rectifier manufacturer.

Grounding

System grounding must have a specific ground resistance and AC noise level. Ground connections are made to a predetermined terminal in the NEAX2400 IPX. Standard ground requirements are:

- ◆ Communication Grounding must be less than 2Ω .
- ◆ Security ground for Module Group must be less than 1Ω .



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- ♦ Grounding for line protectors on the MDF must be less than 1Ω .

Note: The AC ripple of various types of grounding should be less than $\frac{1}{2}$ V-pp.